

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

In re:	)	
RICHARD DEAL	)	
MELISSA DEAL	)	CHAPTER 13
<b><u>Debtor(s)</u></b>	)	
	)	Case No.: 19-11555 (PMM)
CREDIT ACCEPTANCE CORPORATION	)	
<b><u>Moving Party</u></b>	)	
	)	<b>Hearing Date: 10-25-23 at 1:00 PM</b>
v.	)	
	)	
RICHARD DEAL	)	11 U.S.C. 362
MELISSA DEAL	)	
<b><u>Respondent(s)</u></b>	)	
	)	
KENNETH E. WEST	)	
<b><u>Trustee</u></b>	)	
	)	
	)	

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now Credit Acceptance Corporation (“Credit Acceptance”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. That on March 14, 2019, Richard and Melissa Deal filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362 and 28 U.S.C. 157 and 1334.
3. On June 10, 2017, the Debtors entered into a retail installment contract for the purchase of a 2015 Chevrolet Equinox bearing vehicle identification number 2GNALBEK2F6357284. The contract was assigned to Credit Acceptance Corporation and the Debtors became indebted to Credit Acceptance in accordance with the terms of same. Credit Acceptance Corporation is designated as first lien holder on the title to the vehicle and holds a

first purchase money security interest in the vehicle. A true copy of the contract and title inquiry to the vehicle are annexed hereto as Exhibits A and B.

4. The vehicle was involved in an accident and deemed a total loss.

5. As of August 30, 2023, the Debtors' account with Credit Acceptance had a net loan balance of \$10,772.47.

6. According to the September 2023 NADA Official Used Car Guide, the vehicle has a current retail value of \$10,750.00.

7. Credit Acceptance Corporation alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Credit Acceptance lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The vehicle was involved in an accident and deemed a total loss;

Credit Acceptance requires stay relief in order to negotiate and apply the insurance proceeds.

WHEREFORE PREMISES CONSIDERED, Credit Acceptance Corporation respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Credit Acceptance to permit Credit Acceptance to seek its statutory and other available remedies; (2) that the stay terminate immediately upon entry of this Order, with a waiver of Fed.R.Bank.P., Rule 4001(a)(3) and (3) Credit Acceptance be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

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